

Memorandum of Understanding

The Purpose of this Memorandum of Understanding is to ensure that families and children experience a smooth, consistent, and predictable transition from Northeast Kansas Infant Toddler Services (NEKITS) to Keystone Learning Services (KLS).

Bold print indicates activities specifically addressed in IDEA 2004, clarification provided by the Office of Special Education Transition FAQ (2010), guidance contained in the Kansas State-level Interagency Memorandum of Agreement (MOA) between KDHE and KSDE (2011), or guidance contained in the Kansas Special Education Process Handbook (2011) or Kansas IDEA Part C Procedure Manual (2013).

Common Goals: NEKITS tiny-k and KLS agree

- 1. To have both agencies meet their legal responsibilities according to the Individuals with Disabilities Education Improvement Act (IDEA 2004).**
- 2. To recognize that any child currently receiving NEKITS services and who is at least 90 days prior to his or her third birthday or is determined eligible for tiny-k services at least 45 days prior to his or her third birthday is a child considered potentially eligible for special education services from the school district.**
3. To work together as a team to share responsibilities for transition and support families' full and informed participation in team decision making.
4. To support staff members in fulfilling their roles and responsibilities in the transition process.
5. To support families in understanding and identifying transition activities including the purpose, key players, and desired outcomes, as well as skills and information they need to facilitate their child's smooth transition to preschool special education services.
- 6. To support families in reviewing program options from the time of the child's third birthday through the remainder of the current school year or the start of the new school year to determine services that best meet the needs of their child and family when applicable.**
7. To prepare and support children with special needs and their families by acquainting them with their future service providers and environments.
8. To have both agencies monitor and evaluate transition plan activities throughout and after the transition process.
9. To increase all participants' satisfaction with the transition process, their participation in it, and the results.
- 10. To make every attempt to work with the family to make timely notification to the appropriate school district when a child and family move at any time during the transition process.**

Common Activities: NEKITS tiny-k and KLS agree

1. To meet annually in the fall to review and make necessary revisions to this agreement based on Annual Performance Plan (APR) transition data (State Performance Plan Indicator 8C/12B) and participant feedback from the past year. Additional meetings can be requested by either agency at any time during the year.
2. To identify annually (and anytime there is a change) contact person(s) and acceptable method(s) of contact for referral information provided to KLS by NEKITS.
3. To maintain confidentiality: **no confidential information will be shared between the agencies without written parental permission, except that required for referral** (described below).
4. **To adhere to transition timelines in accordance with the C to B Transition Local Organizations Requirements document (5-24-12). This document aligns with IDEA (2004) and the State of Kansas Interagency Memorandum of Agreement (2011) between KDHE and KSDE.**
5. **To collaborate, with parent permission, in the development of a transition plan that identifies options for the child and family, a KLS contact person, and the activities to be completed during the transition process.**

Sending Agency: NEKITS tiny-k agrees

1. **To provide referral of potentially eligible children residing within the KLS boundaries at least 90 days and up to nine months prior to the child's third birthday. Referral should include child's name, date of birth, parent contact information (names, addresses, telephone numbers) and may also include the name and contact information for the family service coordinator and the language(s) spoken by the child and family.**
2. Enter all part B referral information into our infant toddler database within a timely manner to ensure CBER is up to date in its referral process. Should the child move out of KLS service area, once a referral has been made, the family service coordinator will contact part b by phone or email to let them know of the move and provide any information we have regarding the change.
3. **To initiate the transition process for any child potentially eligible for services from KLS. At discretion of all parties, the process may be initiated up to 9 months before the child's third birthday for families with specific needs.**
4. **To convene a Transition Conference to which a representative of KLS is invited, with parent approval (written consent is required as part of the transition plan), at least 90 days prior to the child's third birthday. Will document all decisions made at the transition conference/IFSP meeting. NEKITS is responsible for making every attempt to invite and give reasonable meeting notice to KLS before transition conference is held, however, in the event that KLS is unable to participate, NEKITS is still obligated to hold transition conference by the 90th day prior to the 3rd birthday.**

5. **To ensure, whether or not a USD representative participates in the transition conference/IFSP meeting, that parents are provided with information (provided by KLS) to include:**
 - **A description of the Part B eligibility definitions.**
 - **Timelines and process for consenting to an evaluation and conducting eligibility determinations under Part B.**
 - **Availability of special education and related services.**

6. **To share information, developed jointly by KLS and NEKITS about service delivery options for those children who turn three in the late spring or summer, including:**
 - **Once a child begins KLS services, he/she is no longer eligible for NEKITS services (and ITS funds *cannot* be used to serve the child).**
 - **If a child turning age three during the summer (defined as the day after the last day of school) is determined to be eligible for special education, and has an IEP in place with special education services to begin the following school year, the child *can* continue to be served on an IFSP by the NEKITS program during the summer until the IEP is implemented at the beginning of the next school year. Extended IFSP services are evaluated on an individual basis by the team members.**

7. **To obtain families' written permission to share relevant information between KLS and NEKITS including evaluation information and contents of the IFSP, as well as any family and child services not included in the IFSP (i.e., Department of Children and Family, Head Start, Mental Health). The NEKITS parent consent form will include permission for KLS to release a copy of the child's eligibility determination report/IEP to NEKITS. The written consent may be obtained up to 9 months before the child's third birthday.**

8. To provide written documentation, no later than 90 days prior to the child's third birthday, to KLS in the event that the family chooses not to hold a transition conference/IFSP meeting and does not intend to pursue transition to preschool services from the school district.

9. To assist families in contacting and scheduling visits to appropriate programs for their child including community programs.

10. To participate in gathering assessment information and all meetings held during the transition process **at the families' request. With parent consent**, every attempt will be made to participate in the eligibility/IEP meeting.

11. To invite, with parent consent, a representative from Head Start to the transition conference if Head Start services are an option for the family.

12. **For a child referred to tiny-k between 45 and 90 days prior to 3rd birthday, NEKITS will**
 - a. **Conduct initial evaluation**
 - b. **Determine Eligibility**
 - i. **If Eligible**
 1. **Conduct initial IFSP meeting (if eligible)**
 2. **Develop transition plan**

3. **Provide referral information to KLS as soon as possible once eligibility has been determined**
- ii. **If not Eligible**
 1. **Provide Part B contact information for future questions**
 2. **Additional community resources**

13. In addition, for a child referred to tiny-k between 45 and 90 days prior to 3rd birthday, NEKITS may:

- a. **Request parental consent to conduct a joint evaluation with KLS**
- b. **Conduct a transition conference in conjunction with the initial IFSP meeting, including, with parent consent, a representative from KLS**
- c. **Schedule and conduct with family and KLS a transition conference following development of initial IFSP**

14. For a child referred to NEKITS fewer than 45 days prior to the child's 3rd birthday, NEKITS will, with parental consent, refer the child to KLS. NEKITS may, but is not required to develop a transition plan for such children if they are determined eligible for NEKITS services before age 3.

While referral to KLS for any child served by NEKITS more than 90 days prior to the 3rd birthday, is required, if unusual circumstances result in a referral to KLS fewer than 90 days prior to the 3rd birthday, NEKITS will document and share with the district reason(s) for the late referral. Documentation allows both agencies to have reason on file for purposes of file review. Such instances would result in a review of procedures/MOU by both parties to assure processes are in place to prevent such instances.

Receiving Agency: KLS agrees

1. **To participate in the transition process including the transition conference/IFSP meeting, identification or review of appropriate transition steps and services in the transition plan, and provision of information to the family to include:**
 - **A description of the Part B preschool special education eligibility definitions.**
 - **Timelines and process for consenting to an evaluation and conducting eligibility determinations under Part B preschool special education.**
 - **The availability of Part B special education and related services.**
 - **A copy of procedural safeguards (provided in native language or other mode of communication used by parents)**
2. **To review existing evaluation data, including evaluations and information provided by the parents. Based on that review and input by the family, KLS will identify what additional data is needed to determine if child is a child with a disability, and administer such assessments and other evaluation measures as may be needed to produce the additional data.**
3. **If they determine there is evidence of a potential disability, along with procedural safeguards, to provide parents with prior written notice for evaluation, and obtain written consent for evaluation. If KLS chooses not to evaluate, procedural safeguards and prior written notice for evaluation and request for consent will nevertheless be provided for parents explaining why the district refuses to conduct the evaluation.**

4. To facilitate and/or participate in home and classroom visits with families and NEKITS representative(s), as appropriate.
5. To inform parents that NEKITS service coordinator must be invited to IEP meeting at parent's request; will invite NEKITS service coordinator to the initial eligibility and IEP meeting if parent requests. If NEKITS representative is unable to attend, KLS will, with parent consent, provide NEKITS service coordinator with results of Part B eligibility determination.
6. **For a child referred to NEKITS fewer than 90 days before the 3rd birthday, and therefore referred to KLS less than 90 days before the 3rd birthday, KLS will conduct an initial evaluation and develop an IEP if applicable within 60 school days of receiving parental consent for evaluation, even if that timeline expires after the child's 3rd birthday. A meeting to develop an IEP will be held within 30 days of determination that the child needs special education and related services.**
7. **For a child served by NEKITS *more* than 90 days prior to the 3rd birthday, but referred to KLS *less* than 90 days before the 3rd birthday, KLS will ensure that initial evaluation is completed and, if child is determined eligible, an IEP is developed and implemented by the child's 3rd birthday, even if the state established timeline for evaluation expires *after* the child's 3rd birthday.** Documentation provided from NEKITS with reasons for the late referral will be placed in the student's file.
8. **For a child whose third birthday occurs during the summer, the child's IEP team will develop the IEP and then determine the date when services under the IEP will be delivered, which may be implemented on the first day of school the following school year. It is only the *implementation* of the IEP that may be delayed. KLS services will begin on the date specified on the IEP.**
9. **For a child turning three close to a school break, the district may determine through the IEP process that a child will start school well in advance of a school break if the team is concerned about a smooth transition. Alternately, the IEP team may decide that it would be in the child's best interest to continue services provided by NEKITS providers or its own staff in the child's home under the IEP until the first day after a school break. Once a child begins KLS services, he/she is no longer eligible for NEKITS services (and ITS funds cannot be used to serve the child).**
10. **If a child turns age three during the school year and the IEP team determines the start date is too close to a school break (i.e. Winter or Spring break) to facilitate a smooth transition, the IEP team may decide that it would be in the child's best interest to continue services provided by NEKITS providers in the child's home on an IEP until the first day after the break. The LEA can choose to contract with NEKITS to provide those services to the child in order to minimize disruption to the family and to assure a smooth transition. Alternately, the IEP team may provide services to the child in the home until after the school break is over.**

11. To check CBER and accept all part C referrals made to KLS that are within their service area. Should a referral be made incorrectly ie: wrong school district, or address outside of service area it will be rejected on CBER, and at that time email contact will be made with NEKITS to notify of the rejection and reason in order for NEKITS to resolve the discrepancy. Timeline to be agreed upon between both parties.
12. To convene at least annually a meeting of representatives from NEKITS and KLS to review the existing agreement and transition timelines, KSDE data, and participant feedback and to make any necessary changes agreed to by the group.

Problems, concerns or solutions with any portion of this agreement should be referred to the below named individuals who have signed this agreement.

Northeast Kansas Infant Toddler Services Tiny-k Coordinator Date

Northeast Kansas Infant Toddler Services Tiny-k Coordinator Date

Executive Director of Keystone Learning Services Date

Early Childhood Supervisor, Keystone Learning Services Date